

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

September 11, 2023

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in regular session, open to the public, at 7:00 p.m. at 1111 Kenney Street, Brookshire, Texas, inside the boundaries of the District for the purpose of a Public Tax Hearing, and the roll was called of the members of the Board:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Supervisor

and all the above were present except for supervisor Chisum, who entered after the meeting was called to order, thus constituting a quorum.

Also attending the meeting were Stan Kitzman, General Manager of the District; Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Rod Pinheiro, P.E., Steve Berkenhoff, P.E., Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); Brooke Bacuetes of Waller County; Shawn Geiman of Geiman Sports Complex; Anooshka Senthilkumar, Nancy Chesbro, Paul McConnell, and Senthil Sainath of Eagle Scout Group; and William Petrov and Caleb D. Villarreal, attorneys, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney").

Agenda Item No. 1
CALL TO ORDER

The President called the meeting to order.

Agenda Item No. 2
PUBLIC HEARING REGARDING 2023 PROPOSED TAX RATE

[Supervisor Chisum entered the meeting.]

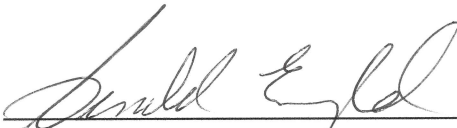
At 7:02 p.m., the President convened the public hearing regarding the 2023 Tax Rate. It was stated that the proposed tax rate is \$0.060420 per \$100 of assessed valuation compromised of debt service levy of \$0.00 per \$100 and maintenance tax levy of \$0.060420 per \$100 of assessed valuation. After confirming that members of the public had no questions regarding the proposed tax rate, the President closed the public hearing on the 2023 tax rate at 7:08 p.m.

ADJOURNMENT

With no additional matters to discuss, the Board adjourned the meeting at 7:08 p.m.

2307

SIGNED this 9th day of October 2023.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

September 11, 2023

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in regular session, open to the public, at 7:15 p.m. at 1111 Kenney Street, Brookshire, Texas, inside the boundaries of the District, and the roll was called of the members of the Board:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Supervisor

and all the above were present, thus constituting a quorum.

Also attending the meeting were Stan Kitzman, General Manager of the District; Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Rod Pinheiro, P.E., Steve Berkenhoff, P.E., Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); Brooke Bacuetes of Waller County; Shawn Geiman of Geiman Sports Complex; Anooshka Senthilkumar, Nancy Chesbro, Paul McConnell, and Senthil Sainath of Eagle Scout Group; and William Petrov and Caleb D. Villarreal, attorneys, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney").

Agenda Item No. 1
CALL TO ORDER

The President called the meeting to order.

Agenda Item No. 2
INVOCATION AND PLEDGE OF ALLEGIANCE

The meeting was opened with the Invocation and Pledge of Allegiance.

Agenda Item No. 3
PUBLIC COMMENT

The President acknowledged Mr. Geiman's request for a survey to the south of his property to verify the existence of a berm.

Agenda Item No. 4
PRESENTATION OF DISCOVERY PARK SERVICE PROJECT

The President acknowledged Ms. Anooshka Senthilkumar's request to add a storm water irrigation system and a vegetable garden to Discovery Park as part of her Eagle Scout project, starting in late September or early October 2023.

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board authorized installation of a storm water irrigation system and vegetable garden at Discovery Park.

Agenda Item No. 5

MINUTES OF AUGUST 14, 2023 REGULAR SESSION, AUGUST 21, 2023 WORKSHOP, AUGUST 24, 2023 AND AUGUST 28, 2023 SPECIAL MEETING

Upon motion by Supervisor Keeling, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the minutes of the August 14, 2023 Regular Session, August 21, 2023 Workshop, August 24, 2023, and August 28, 2023, Special Meetings.

Agenda Item No. 6

RESOLUTION REGARDING DISTRICT TAX CHARACTERIZATION FOR 2023 ("RESOLUTION")

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present aye, the Board approved the Resolution categorizing the District as a Developing District.

Agenda Item No. 7

ADOPT TAX RATE FOR 2023

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and following a roll call vote with all Supervisors present voting aye, the Board adopted the total tax rate of \$0.060420 per \$100 of assessed value for year 2023.

Agenda Item No. 8

ADOPT BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the Budget for FYE September 30, 2024, a copy of which is attached hereto as Exhibit "A".

Agenda No. 9

AMENDED NOTICE TO PURCHASERS

The Board then discussed approval of an Amended Notice to Purchasers, which is required to be amended to show the current tax rate, the outstanding debt and the Notice to Purchasers Form. All of these records must be recorded in the Waller County Real Property Records (the "WCRPR") and posted on the District's website.

Upon motion by Supervisor Beckendorff, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved the Amended Notice to Purchasers Form and authorized filing of same with Waller County Real Property Records.

Agenda Item No. 10

EMPLOYEE COMPENSATION FOR FYE SEPTEMBER 30, 2024

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved a five percent raise for employees for FYE September 30, 2024.

Agenda Item No. 11

RENEW AGREEMENT WITH FISK & BULLER, INC

Upon motion by Supervisor Chisum, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved the Administrative and Management Agreement with Fisk & Buller, Inc. effective October 1, 2023, a copy of which is attached hereto as Exhibit "B".

Agenda Item No. 12
HOLIDAY SCHEDULE

Upon motion by Supervisor Keeling, seconded by Director Welch, after full discussion and with all Supervisors present voting aye, the Board voted to add the Juneteenth to the holiday schedule, bringing the total number of holidays to 15.

ENGINEER'S REPORT

Mr. McCarthy reviewed the Engineer's Report, a copy of which is attached hereto as Exhibit "C".

- (a) - (b) Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved
 - (i) the variance request for 4319 Front Street, as recommended by Quiddity; and
 - (ii) the variance request for St. Paul's Baptist Church located at 1335 Waller Avenue, Brookshire, Texas, as recommended by Quiddity.
- (c) Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board Permit Application No. 2023-41 for Tract Development with Platting on Sunterra Corner Store - Final Plat, as recommended by Quiddity.
- (d) Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion with all Supervisors present voting aye, the Board approved Permit Application No. 2023-46 for Tract Development with Platting for Corner at Kingsland - Final Plat, as recommended by Quiddity.
- (e) Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board Permit Application No. 2023-25 for Tract Development Without Platting for La Segarra Phase 1 Detention, subject to receipt of the fully executed Drainage Facility Maintenance Agreement, as recommended by Quiddity.
- (f) Mr. Petrov updated the Board regarding the status of the Drainage Facility Maintenance Agreement with Enclave Gassner Tract, LLC related to La Segarra Phase 1 Detention. No action was taken on this matter.
- (g) Upon motion by Supervisor Keeling, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved the Permit Application for Pattison Farms - Drainage Impact Analysis, as recommended by Quiddity.
- (h) Ms. Sidwell updated the Board on Sunterra Development, stating that according to Mr. Bozarth, 860 homes have been sold this year.

Agenda Item No. 14

GENERAL MANAGER'S REPORT

Next, Mr. Brand reviewed the General Manager's Report, a copy of which is attached hereto as Exhibit "D". He also reviewed the Inspector's Report.

Next, upon motion by Supervisor Keeling, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved Shoppa's quote related to the Alamo Motor Replacement in the amount of \$7,928.79.

Agenda Item No. 15

FINANCIAL REPORT

Ms. Sidwell presented to and reviewed with the Board the August 2023 bills.

[Supervisor Welch stepped out of the meeting.]

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved paying the August 2023 bills.

[Supervisor Welch entered the meeting.]

Ms. Sidwell then presented to and reviewed with the Board the Financial Report, a copy of which is attached hereto as Exhibit "E". Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board (i) approved the Financial Report along with checks listed therein; and (ii) authorized transfer of \$150,000 from the General Fund to the Payroll Fund.

Agenda Item No. 16

ENFORCEMENT ACTION AGAINST AWRY READY-MIX CONCRETE

This matter was discussed in an executive session.

EXECUTIVE SESSION.

Next, at 9:08 p.m., upon motion by Supervisor Welch, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the President called an Executive Session, pursuant to Section 551.071 regarding matters of attorney client privilege of the Open Meetings Act. Present for the Executive Session were the Board members, Mr. Petrov, Mr. Villarreal, Mr. Kitzman, Mr. Brand, Ms. Sidwell, Mr. Pinheiro, Mr. McCarthy, and Ms. Bacuetes.

REGULAR SESSION.

The Board reconvened the meeting in the Regular Session at 9:41 p.m. No action was taken in the Executive Session.

Agenda Item No. 16 (continued)

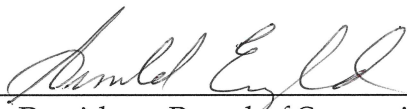
ENFORCEMENT ACTION AGAINST AWRY READY-MIX CONCRETE

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board authorized JP and District staff to prepare and send a second Notice of Violations to AWRY.

ADJOURNMENT

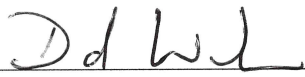
With no additional matters to discuss, upon motion by Supervisor Keeling, seconded by Supervisor Chisum, and with all Supervisors voting aye, the Board adjourned the meeting at 9:50 p.m.

SIGNED this 9th day of October 2023.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

- | | |
|-------------|-----------------------------------|
| Exhibit "A" | Budget for FYE September 30, 2024 |
| Exhibit "B" | Agreement with Fisk & Buller, LLC |
| Exhibit "C" | Engineering Report |
| Exhibit "D" | General Manager's Report |
| Exhibit "E" | Financial Report |

PROPOSED	BROOKSHIRE-KATY DRAINAGE DISTRICT		PROPOSED
2023-2024 Working Budget			
2023 Tax Base	Proposed	2023-24 Levy	95%
7,112,823,501	0.060420	4,297,567.96	\$4,082,689.56
REVENUE			
Taxes			\$4,082,689.56
Interest - General Fund			\$1,500.00
Interest - Pay Fund			\$70.00
Interest - Building Fund			\$500.00
Interest - Capital Improvements			\$200.00
Interest - Texpool			\$50.00
Interest - CD's			\$7,000.00
Permits & Misc			\$400,000.00
Permit Legal Fee			\$50,000.00
TOTAL REVENUE			\$4,542,009.56
OPERATING EXPENSES			
Appraisal District Cost			\$45,000.00
County Collection Fee			\$18,000.00
Non-exempt Labor			\$562,419.00
General and Admin Salaries			\$241,535.00
Supervisor Compensation			\$36,000.00
FICA expense		7.65%	\$64,256.48
Unemployment		0.10%	\$2,500.00
Retirement		9.00%	\$75,595.86
Insurance - Medical			\$120,000.00
Insurance - Worker's Comp			\$15,000.00
Insurance - Liability			\$25,000.00
Insurance - Bonds			\$400.00
Training/Education			\$1,500.00
Uniforms			\$4,500.00
Mileage Reimbursement			\$1,000.00
Office Supplies			\$4,000.00
Office Equipment			\$7,000.00
Postage			\$1,000.00
Public Notices			\$1,500.00
Legal			\$200,000.00
Engineering and Surveying			\$915,000.00
Management Consulting			\$118,000.00
Accounting and Audit			\$35,000.00
IT			\$19,000.00
Cleaning Service			\$5,500.00
Pest Control			\$1,200.00
Texas Water Conservation Assoc.			\$25,000.00
Shop Supplies			\$12,000.00
Utilities - Main Facility			\$30,000.00
Utilities - Discovery Park			\$1,500.00
Repair - Trucks & Trailers			\$30,000.00
Repair - Tractors/Mowers			\$35,000.00
Repair - Heavy Eq/Dozers			\$25,000.00
Maintenance - Main Facility			\$12,000.00
Maintenance - Easements			\$5,000.00
Maintenance - Discovery Park			\$5,000.00
Maintenance - Ice Machine			\$1,500.00
Fuel - Diesel			\$50,000.00
Fuel - Gasoline			\$25,000.00
Hydraulic Oil/Lubricants/DEF			\$4,000.00
Pipe & Culvert			\$7,000.00
Concrete and Stab. Materials			\$25,000.00
Seeding and Soil Stabilization			\$25,000.00
Bridge Materials			\$5,000.00
Contract Labor			\$3,500.00
Equip Rental			\$5,000.00
Tools			\$2,000.00
Capital Improvements			\$526,602.22
Master Drainage Plan			\$250,000.00
New Facilities			\$575,000.00
New Equipment			\$300,000.00
CAT 323 Lease			\$1.00
Environmental Expense			\$2,500.00
Public Relations/Community Outreach			\$1,000.00
Miscellaneous			\$3,500.00
Election Expense			\$30,000.00
TOTAL OPERATING EXPENSES			\$4,542,009.56

ADMINISTRATIVE AND MANAGEMENT SERVICES AGREEMENT FOR
FISCAL YEAR 2023-2024

This Administrative and Management Services Agreement (this "Agreement") is entered into by and between the Brookshire-Katy Drainage District (the "District") and Fisk & Buller, LLC ("Consultant") effective October 1, 2023. The District is engaging Consultant to provide operations and management consulting services to the District in accordance with Exhibit A, General Services, of this Agreement (the "Services"). The District and Consultant agree that this Agreement constitutes the entire agreement between them.

I. SERVICES TO BE PROVIDED BY CONSULTANT. Pursuant to the terms and conditions set out in this Agreement, the District hereby engages Consultant, and Consultant agrees to perform the consulting services for the operations and management of the District, as provided in Exhibit A of this Agreement. Consultant shall perform or furnish the Services for the District as set out herein and will give professional consultation and advice to the District in his capacity as the Consultant.

II. COMPENSATION. The District agrees to pay Consultant for the Services a fixed fee of nine thousand seven hundred seventy-seven and 78/100 dollars (\$9,777.78) per month. In the event that the Effective Date of this Agreement is not on the 1st of the calendar month, the District shall pay Consultant a prorated fee based on the fixed fee and the number of days in the commencement month for the first month in lieu of the fixed fee. In the event that the Termination Date of this Agreement is not on the last day of the calendar month, the District shall pay a prorated fee based on the fixed fee and the number of days in the month for the termination month in lieu of the fixed fee. As an Independent Contractor, Consultant is solely and exclusively responsible for all taxes owed on the compensation paid under this Agreement, including without limitation all related interest, penalties and fines, and he fully understands that the District will make no withholdings on his behalf. In addition, the District will pay Consultant's actual out-of-pocket expenses reasonably incurred in the performance of the Services. All reimbursements for travel expenses outside Waller County must be approved by the Board of Supervisors of the District (the "Board"). Consultant will invoice for such reimbursable expenses and shall provide to the District documentation sufficient to support such charges. Notwithstanding the foregoing, Consultant will not be paid for any amounts that exceed the amounts budgeted by the District for the Services and reimbursable costs unless such amount is approved in writing by the Board. Further, if Consultant does not perform all the Services as required by this Agreement, the District shall have the right to adjust the compensation to be paid to Consultant for such month.

III. BILLING AND PAYMENT. The District will pay Consultant monthly the fixed fee portion of the compensation hereunder within thirty (30) days of the District's receipt of an invoice from Consultant. The District will pay Consultant for the reimbursable expenses within thirty (30) days of the District's receipt of the invoice for such costs. The invoice must contain documentation of the reimbursable costs sufficiently detailed to allow the District to review, understand and approve each invoice. Entries with insufficient detail will not be approved or paid by the District.

IV. STANDARD TERMS AND CONDITIONS.

A. **STANDARD OF CARE.** Consultant's services shall be performed in accordance with the standard of professional practice ordinarily exercised by professional consultants who render the type of services to be provided hereunder at the time and within the locality where the Services are performed. Consultant and its employees shall follow the Rules of Conduct set out in Exhibit B, of this Agreement, while located at any District Facilities or representing the District in any capacity.

B. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the District.

C. **DELAYS.** If events beyond the control of the District or Consultant, including, but not limited to, fire, flood, explosion, riot, stroke, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay.

D. **TERM.** This agreement shall be in effect from October 1, 2023, and ending on September 30, 2024.

E. **TERMINATION/SUSPENSION.**

- (1) The District may terminate this Agreement upon thirty (30) days written notice to Consultant for any reason, with or without cause.
- (2) Consultant may terminate this Agreement upon ninety (90) days written notice to the District for any reason, with or without cause.
- (3) In the event either party defaults in its obligations under this Agreement (including District's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement after seven (7) days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued to completion. If such default is not remedied to the reasonable satisfaction of the non-defaulting party within 30 days, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party.
- (4) Either party may terminate this Agreement upon ten (10) days written notice to the other in the event that such party becomes involved in a conflict of interest with the other party.

Copies of all completed or partially completed reports or any other document prepared by Consultant pursuant to this Agreement shall be delivered to the District within fourteen (14) days of the effective date of termination, at no additional cost to the District.

F. **OPINIONS OF COST.** The District acknowledges that any opinion of costs prepared by Consultant is supplied for the general guidance of the District only. Since Consultant has no control over competitive bidding, if required, or market conditions, Consultant cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the District.

G. **RELATIONSHIP WITH CONTRACTORS.** Consultant shall serve as the District's professional representative for the Services and may make recommendations to the District concerning actions relating to the District's contractors, but, unless specifically authorized by the District, Consultant disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of services by the other District contractors. Consultant must receive the approval of the District before hiring any contractor, subcontractor, or consultant in connection with the Services permitted or required by this Agreement. Such approval shall specifically set forth the compensation, if any, to be paid by the District to any such contractor, subcontractor, or consultant, and any compensation to be paid to Consultant in connection therewith. The District shall not be liable for any costs or fees incurred without such prior approval.

H. **INSURANCE.** Consultant shall be responsible for maintaining commercial general liability insurance with coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, provided that the total annual premium for such coverage is available in an amount not to exceed \$5,000.00. Consultant shall provide a certificate of insurance to the District evidencing such coverage and shall have the District named as an additional insured on such policy.

I. **INDEMNITY PROVISIONS**

TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, SUPERVISORS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (A) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FROM THE ALLEGED NEGLIGENCE, MISCONDUCT OR FAILURE TO ACT OF CONSULTANT OR ANY OF HIS AGENTS OR EMPLOYEES AND (B) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FOR THE ALLEGED NEGLIGENCE IN SUPERVISING OR FAILURE OF THE DISTRICT TO SUPERVISED CONSULTANT IN PERFORMING THE SERVICES HEREUNDER.

TO THE FULLEST EXTENT PERMITTED BY LAW, DISTRICT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT AND HIS OFFICERS, SUPERVISORS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FROM THE ALLEGED NEGLIGENCE, MISCONDUCT OR FAILURE TO ACT OF DISTRICT OR ANY OF ITS AGENTS OR EMPLOYEES, EXCEPT AS SPECIFICALLY PROVIDED IN THE FOREGOING PARAGRAPH OF THIS SECTION.

J. OWNERSHIP OF PROJECT DELIVERABLES. Original documents, plans, designs, and survey notes belong to and remain the property of the District, provided that Consultant has received full compensation due pursuant to the terms of this Agreement. With the District's written consent, Consultant may retain reproducible copies of such documents at Consultants sole cost and expense. Consultant shall not reuse any such deliverables without the prior written consent of the District.

K. INDEPENDENT CONTRACTOR. In the performance of work or services herein agreed to, Consultant shall be deemed an independent contractor, and any of his employees performing work required hereunder shall be deemed solely employees of Consultant or his subcontractors where appropriate. Consultant is responsible for all taxes on the compensation he receives under this Agreement, and he is not eligible to participate in any employee benefits plans offered by the District to its employees. In the event that any compensation under this Agreement is subsequently determined by the Internal Revenue Service or any other authority to be taxable as wages and the District is required to pay employment taxes on such amounts, or related interest, penalties or fines, Consultant shall immediately reimburse the District for the entire amounts assessed against the District.

L. ADDRESS OF NOTICE AND COMMUNICATIONS. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by any Party must be in writing and shall be given by depositing the same in the United States mail postpaid, return receipt requested, or by delivering the same to an officer of such Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the District	The Brookshire-Katy Drainage District P.O. Box 608 Brookshire, Texas 77423 Attn: President
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With copy to:	Andrew P. Johnson Attorney at Law 2929 Allen Pkwy. Suite 3150 Houston, Texas 77019
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If to the Consultant:	Fisk & Buller LLC P.O. Box 53 Pattison, Texas 77466
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With copy to:	Corinne H. Vahalik Vahalik & Vahalik, P.C. P.O. Box 730 Brookshire, Texas 77423
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M. ADDRESS CHANGE. By giving to the other parties hereto at least thirty (30) days written notice, the parties hereto shall have the right at any time during the term of this Agreement to change their respective addresses to any other address within the United States of America.

N. COMPLIANCE WITH ALL LAWS. Consultant, in the performance of the Services hereunder, will comply at all times with all applicable laws, rules and regulations applicable to Consultant and to the District.

O. CONFLICTS OF INTEREST. Consultant agrees that neither he nor his employees, will knowingly become involved in any conflict of interest with the District and that if such a conflict of interest arises, he and his employees shall, upon discovery of the same, promptly disclose such conflict to the District. In the event the District believes a conflict has arisen, it shall promptly notify Consultant of such issue in writing. Consultant shall have ten (10) business days to either resolve the conflict or convince the District that there is no conflict. In the event Consultant and the District do not agree as to whether or not a conflict exists, the opinion of the District prevails, and the District may terminate this Agreement upon ten (10) days written notice without having to prove an actual conflict.

P. NONEXCLUSIVITY. The District understands and agrees that Consultant may provide services to other entities as long as such other work does not violate any provision of this Agreement or any other obligation owed to the District by Consultant.

Q. DISCLAIMER OF POLITICAL SUPPORT OR AFFILIATION. The District expressly disclaims any political support of or affiliation with Consultant. Further, the District hereby prohibits the expenditure of any District funds, directly or indirectly, including any costs to reimbursed to Consultant on any political candidate, party, organization or activity.

R. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

S. ASSIGNMENT. Except for assignments resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

T. NO WAIVER. No waiver by either party or any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

U. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the District's contractors, if any.

V. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

Consultant's Signature Page

SIGNED AND AGREED this _____ day of _____, 2023.

FISK & BULLER, LLC
a Texas Limited Liability Company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2023,
by OLIVER STANLEY KITZMAN, JR., managing member of FISK & BULLER, LLC, on behalf
of said Limited Liability Company and in the capacity stated.

Notary Public in and for
The State of Texas

Printed Name: _____

My Commission expires: _____

District's Signature Page

ATTEST:

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: _____
Name: DAVID WELCH
Title: Secretary

By: _____
Name: ARNOLD ENGLAND
Title: President

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2023,
by ARNOLD ENGLAND, President of the BROOKSHIRE-KATY DRAINAGE DISTRICT, on behalf
of said corporation.

Notary Public in and for
The State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT A

General Services

Services to be provided by Consultant and its employees include but are not limited to the following:

1. Carry out and enforce the policies of the Brookshire-Katy Drainage District Board of Supervisors (the "Board");
2. Oversee all aspects of the operation for the Brookshire-Katy Drainage District (the "District");
3. Supervise all of the employees of the District;
4. Provide and ensure logistical support for the employees of the District in the performance of their duties;
5. Ensure that the District operates in a safe, ethical, legal, and fiscally responsible manner;
6. Evaluate the needs of the District and to coordinate, as necessary, with the Board, employees, and others to act upon the needs of the District;
7. Lead and participate in the strategic and long-range planning for the District
8. Prepare and present the annual budget for the District;
9. Research and present the annual tax rate recommendations to the Board;
10. Ensure the fiscal discipline of the District within the annual budget;
11. Prepare and present policy changes of the District for the Board's consideration;
12. Approve purchases for the daily operation of the District below the amount of five thousand dollars (\$5,000.00). Any amount above five thousand dollars (\$5,000.00) will require approval by at least two Board members or the majority of the Board as required by law;
13. Coordinate purchase of major equipment (tractors, vehicles, etc.) for the District;
14. Perform annual evaluations, or any other evaluations deemed necessary, on all employees of the District and recommend to the board any personnel actions;
15. Oversee the maintenance and operation of the District's physical property including equipment and facilities;

16. Provide vision, oversight, and guidance for the District's maintenance and construction projects;
17. Oversee the physical security of the District's assets;
18. Oversee the cyber security of the District's electronic assets;
19. Represent the District and negotiate on behalf of the District with other governmental and private entities;
20. Act as the senior District official with anyone, private or public, needing to do business with the District;
21. Promote good will between the District and the community and other governmental entities; and
22. Sign and execute documents on behalf of the District as General Manager, but not as an employee of the District.

EXHIBIT B

Rules of Conduct

While contracted with Brookshire-Katy Drainage District (the “District”) Consultant and its employees shall at all times conduct themselves in a professional and appropriate manner. Consultant and its employees are expected to exercise sound judgement about how they conduct themselves and follow the following rules of Rules of Conduct.

The following shall constitute a violation of the District’s Rules of Conduct:

1. Violation of the District’s policies prohibiting harassment and/or discrimination, failing to cooperate in an investigation, or engaging in retaliation.
2. Rudeness to district employees, supervisors, the Board of Supervisors, third parties, or members of the public.
3. Use of District vehicles, equipment, supplies, and/or goods for any purpose other than District business.
4. Falsification of records including, without limitations, resumes, time cards, driving records and/or licenses.
5. Disclosing information or confidential business information of the District to unauthorized persons.
6. Neglect or inattention to job responsibilities and assignments.
7. The unlawful manufacture, distribution, dispensing, possession, sale, or use of alcohol, controlled substances, drugs and/or inhalants during working hours, on the job, on any location in which work is being performed, and/or on District property.
8. Reporting to work under the influence of illegal drugs and/or alcohol or consuming illegal drugs and/or alcohol during work hours, on the job, or on District property.
9. Abuse, misuse, and/or waste or destruction of District vehicles, equipment, supplies, or goods.
10. Creating or contributing to unhealthy, unsanitary, or hazardous conditions which could cause harm to District employees, co-workers, clients or the public.
11. Failure to follow or violating safety rules and/or safety practices.
12. Engaging in disorderly conduct or abusive language.
13. Fighting, threatening, intimidating, attempting bodily harm or injury, or interfering with the work of others or the activities of the public.
14. Insubordination or refusal to follow lawful instructions or to perform designated work.
15. Theft, vandalism, dishonesty, or unauthorized removal or use of District property.

16. Failure to immediately report an accident which occurs on the job or by use of any District vehicle, equipment, or property.
17. Excessive personal use of personal or District electronic communication systems, including but not limited to phone, e-mail and/or internet services, or use of District electronic communication systems in violation of the Communications System Policy.
18. Unlawful possession of firearms, handguns, or deadly weapons during working hours, on the job, on any location in which work is being performed, and/or on District property.



Exhibit "C"

SECTION 1 – APPLICANT INFORMATION

Rules and Regulations Variance

- No variance will be granted unless requested in writing and approved by the Board.
- In the instances when an applicant can justify and fully support that a requirement or criteria listed within the District's Rules and Regulations cannot be satisfied, a variance request can be submitted for review.
- Each submittal will be evaluated by the District's Engineer and Brookshire-Katy Drainage District Board on a case-by-case basis.
- All supplemental documentation required to support the variance request shall be submitted for the District's review.
- Submittal of a variance request **does not** in any way guarantee an approval of the variance. The District Board reserves the option to no grant any variance request.
- Any variance granted will only be applicable to the specific site and conditions for which the variance was granted. It will not modify or change any standards as they apply to other sites or conditions.
- All incomplete variance request forms or requests that do not provide sufficient technical support documentation will be rejected.
- 30 calendar days prior to the desired Board meeting date at which approval of the variance request is desired, the Applicant shall submit a complete variance request form with accompanying documentation to support.

Mark Type of Variance:

- | | |
|---|---|
| ☐ Utility, Pipeline, and Cable Crossings | ☒ Tract Development without Platting |
| ☐ Private and Public Road Crossings | ☐ Tract Development with Platting |
| ☐ Drainage Connection without Land Use Changes | ☐ Master Drainage Plan |

Specific Section in Rules & Regulations that is being requested to vary (Ex: Article 1. Sect. 1.A):

Article IV. Sect. 9.B.2

****Required****

Project Information:

Project Address/ Legal Description: 4319 Front Street, Brookshire, TX 77423

BKDD Project No.: N/A

The project includes the installation of a proposed manufactured 24'x60' garage shed in the southeast corner of the property.

Owner/ Applicant Information:

Owner's Name: David Aguilar Date: 09-06-2023

Applicant's Engineer Firm Name: N/A

Submitted By: Perla M. Aguilar.

E-mail: marielaaguilar4319@gmail.com Phone: 713-703-7291



SECTION 2 – ENGINEERING JUSTIFICATION

Engineering Reason for Variance Request (specify details):

Statement of what the variance request is and why the selected criteria listed within the District's Rules and Regulations should be varied or is not applicable to your development. Justification shall not include cost or reference to cost.

If space provided is not adequate, continue/provide on a separate document and attach as needed.

Variances Requested:

Article IV. Sect. 9.B.2

A site where (1) all impervious area does not exceed ten (10) percent of the total land area, and (2) a deed restriction is placed on the property which prohibits subdividing the property and prohibits adding any additional impervious area without written approval of the District is exempt from these Rules and Regulations.

The applicant is solely responsible to not impede natural sheetflow with the proposed improvements and continue efforts to route the flow to match existing drainage conditions. The property owner is solely responsible for rectifying any drainage concerns following the construction of the proposed improvements (i.e. ponding water, flow diverted to adjacent properties, etc.), and must contact Brookshire-Katy Drainage District immediately.

SECTION 3 – BKDD REVIEW

For the District use only:

Recommendation/ Reason(s) if not approved:

☐

Approved as
Submitted

☐

Approved as Noted

☐

Not Approved for
Reason(s) Stated

☐

Not Applicable

BKDD President

Date: ____ / ____ / ____

BKDD General Manager

Attention:

The approval of this variance in no way affects the responsibilities and liability of the Owner or Design professional who is responsible for the project and for the associated plan sheet and design. No representation or warranty of any kind is made by the District for any purposes whatsoever.



Rules and Regulations Variance Request Form

07-06-22

SECTION 1 – APPLICANT INFORMATION

Rules and Regulations Variance

- No variance will be granted unless requested in writing and approved by the Board.
- In the instances when an applicant can justify and fully support that a requirement or criteria listed within the District's Rules and Regulations cannot be satisfied, a variance request can be submitted for review.
- Each submittal will be evaluated by the District's Engineer and Brookshire-Katy Drainage District Board on a case-by-case basis.
- All supplemental documentation required to support the variance request shall be submitted for the District's review.
- Submittal of a variance request **does not** in any way guarantee an approval of the variance. The District Board reserves the option to no grant any variance request.
- Any variance granted will only be applicable to the specific site and conditions for which the variance was granted. It will not modify or change any standards as they apply to other sites or conditions.
- All incomplete variance request forms or requests that do not provide sufficient technical support documentation will be rejected.
- 30 calendar days prior to the desired Board meeting date at which approval of the variance request is desired, the Applicant shall submit a complete variance request form with accompanying documentation to support.

Mark Type of Variance:

- | | |
|---|---|
| ☐ Utility, Pipeline, and Cable Crossings | ☒ Tract Development without Platting |
| ☐ Private and Public Road Crossings | ☐ Tract Development with Platting |
| ☐ Drainage Connection without Land Use Changes | ☐ Master Drainage Plan |

Specific Section in Rules & Regulations that is being requested to vary (Ex: Article 1. Sect. 1.A):

Article IV. Sect. 9.B.2

****Required****

Project Information:

Project Address/ Legal Description: 1335 Waller Ave, Brookshire, TX 77423

BKDD Project No.: N/A

The project includes the construction of approximately 24,108 square feet of 4" thick crushed concrete parking lot.

Owner/ Applicant Information:

Owner's Name: St. Paul's Baptist Church Date: 09-06-2023

Applicant's Engineer Firm Name: N/A

Submitted By: Lee Jones Jr

E-mail: _____ Phone : 281-375-7752



SECTION 2 – ENGINEERING JUSTIFICATION

Engineering Reason for Variance Request (specify details):

Statement of what the variance request is and why the selected criteria listed within the District's Rules and Regulations should be varied or is not applicable to your development. Justification shall not include cost or reference to cost.

If space provided is not adequate, continue/provide on a separate document and attach as needed.

Variances Requested:

Article IV. Sect. 9.B.2

A site where (1) all impervious area does not exceed ten (10) percent of the total land area, and (2) a deed restriction is placed on the property which prohibits subdividing the property and prohibits adding any additional impervious area without written approval of the District is exempt from these Rules and Regulations.

The applicant is solely responsible to not impede natural sheetflow with the proposed improvements and continue efforts to route the flow to match existing drainage conditions. The property owner is solely responsible for rectifying any drainage concerns following the construction of the proposed improvements (i.e. ponding water, flow diverted to adjacent properties, etc.), and must contact Brookshire-Katy Drainage District immediately.

SECTION 3 – BKDD REVIEW

For the District use only:

Recommendation/ Reason(s) if not approved:

☐

Approved as
Submitted

☐

Approved as Noted

☐

Not Approved for
Reason(s) Stated

☐

Not Applicable

Date: ____ / ____ / ____

BKDD President

BKDD General Manager

Attention:

The approval of this variance in no way affects the responsibilities and liability of the Owner or Design professional who is responsible for the project and for the associated plan sheet and design. No representation or warranty of any kind is made by the District for any purposes whatsoever.



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

September 6, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Sunterra Market, LLC
Sunterra Corner Store – **Final Plat**
Permit No. 2023-41
Quiddity, Inc. Job No. R0002-1003-71

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: ALJ Lindsey, LLC

Permit Type: Tract Development with Platting – Final Plat

Location: Intersection of Stockdick Road and Bartlett Road

Survey: JW McCutcheon, Section 130, Abstract 308, Waller County, Texas

Description: The proposed Sunterra Corner Store (development) is located at the intersection of Stockdick Road and Bartlett Road and within the Sunterra development. The development encompasses 2.289 acres and includes 0 lots, 1 reserve, and 1 block. The development includes construction of two (2) buildings, underground private storm sewer system, concrete parking lot, and landscaping. A proposed gas station will be constructed by others under a separate plan set.

The drainage from the site is conveyed through an underground private storm sewer system which will connect to an existing public storm sewer system along Stockdick School Road. The public storm sewer system along Stockdick School Road was included in the plans titled "WSD&P on Stockdick Road Section No. 1" that were approved under Permit No. 2021-50 on March 14, 2022. The flow will be directed east along Stockdick School Road and outfall into the Phase IB Detention Pond. The Phase IB Detention Pond



Mr. Arnold England, President
September 6, 2023
Page 2

outfalls into Cane Island Branch of Buffalo Bayou. The Phase IB Detention Pond was included in the plans titled "Sunterra Phase IB Mass Grading and Detention" that were approved under Permit No. 2020-90 on April 26, 2021.

DFMA:

Detention Pond Phase IB is a part of the executed addendum to the original Detention Facilities Maintenance Agreement.

Technical Review:

The Sunterra development started before the District Rules and Regulations changed on February 28, 2022, to include and adopt the Atlas 14 flow criteria. However, it was designed to satisfy Atlas 14 flow criteria adopted by Harris County.

Based on our review of the final drainage plans (plans) and final plat, the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plans and plat submitted have been prepared, dated, signed, and sealed by a Professional Engineer and a Land Surveyor, respectively. They are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R.

For the Applicant:

Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, all detention facilities (i.e., drainage infrastructure and outfall(s)) must be constructed and functional before beginning construction of any impervious improvements.



Mr. Arnold England, President
September 6, 2023
Page 3

Please note: at least two business days prior to starting construction of any Detention Facilities and Drainage infrastructure, the Developer's contractor shall notify the District's General Manager in writing. The Pre-Construction Notification form can be found on the District's website under Permit Application and Engineering Documents (<https://www.bkdd.dst.tx.us/page/BKDD.Home>).

The applicant shall not use this letter to commence any construction activities prior to receiving the **approved permits** from all applicable governing entities with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1003-71 Sunterra Corner Store Permit Review/Plan Reviews/Plat Letters/Sunterra Corner Store Final Plat Ltr 090423_Final.docx

cc: Mr. David Denton – ALJ Lindsey, LLC ddenton@aljindsey.com
Mr. Brett Hanrahan, PE – ALJ Lindsey, LLC bhanrahan@aljindsey.com
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge via email t.duhon@wallercounty.us
Mr. Kendric D. Jones, Waller County Commissioner Precinct 3 via email k.jones@wallercounty.us
Mr. Ross McCall, PE – Waller County Engineer via email r.mccall@wallercounty.us
Mr. Andrew Johnson, III – Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



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September 6, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Interstate Jordan Ranch LLC
Corner at Kingsland – **Final Plat**
Permit No. 2023-46
Quiddity, Inc. Job No. R0002-1003-72

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: Windrose Land Services

Permit Type: Tract Development with Platting – Final Plat

Location: South of Kingsland Blvd., west of Jordan Ranch Blvd., and east of Woods Rd.

Survey: H.&T.C.R.R. Co. Survey, Section 101, Abstract 168, Waller County, Texas

Description: The proposed Corner at Kingsland (Development) is located south of Interstate Highway 10, bounded by Kingsland Boulevard to the north and Jordan Ranch Boulevard to the east. The Development encompasses approximately 18.204 acres and includes 0 lots, 3 reserves, and 1 block. The Development lies within the City of Fulshear ETJ and Waller County Road Improvement District No. 1.

The Development includes the construction of twenty-three (23) office buildings, one retail building, underground private storm sewer system, paving, and landscape on approximately 14.8 acres that encompasses unrestricted reserves A and B. Restricted Reserve C includes the proposed on-site public detention pond that was included in the plans titled "Corner at Kingsland-Detention" and approved by the District under Permit No. 2023-21 on July 24, 2023. Based on information provided by the applicant, the construction of the detention pond is planned to begin later this month.



Mr. Arnold England, President
September 6, 2023
Page 2

The drainage from the site is conveyed through a proposed internal private storm sewer system which outfalls into the referenced proposed public detention pond on the west side of the tract, which will then outfall into the existing Waller County Road Improvement District No. 1 (WCRID No. 1) detention/drainage system along Kingsland Blvd., which then outfalls into Willow Fork of Buffalo Bayou. The construction of the WCRID No. 1 storm sewer along Kingsland Blvd. was included in the plans titled "Water Distribution, Sanitary Sewer, Paving & Drainage to serve Kingsland Blvd. from Jordan Ranch Blvd. to Woods Rd." and approved by the District under Permit No. 2021-69 on September 13, 2021.

DFMA: There is an executed Detention Facilities Maintenance Agreement in place with the District for the referenced detention facilities.

Technical Review: Based on our review of the final drainage plans (plans) and final plat, the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plans and plat submitted have been prepared, dated, signed, and sealed by a Professional Engineer and a Land Surveyor, respectively. They are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R.

For the Applicant: Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, all detention facilities (i.e., drainage infrastructure and outfall(s)) must be constructed and functional before beginning construction of any impervious improvements.



Mr. Arnold England, President
September 6, 2023
Page 3

Please note: at least two business days prior to starting construction of any Detention Facilities and Drainage infrastructure, the Developer's contractor shall notify the District's General Manager in writing. The Pre-Construction Notification form can be found on the District's website under Permit Application and Engineering Documents (<https://www.bkdd.dst.tx.us/page/BKDD.Home>).

The applicant shall not use this letter to commence any construction activities prior to receiving the **approved permit** from the governing entity with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael McCarthy, PE

MHM/dme

[https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1003-72 Corner at Kingsland \(Formerly Jordan Ranch Office Park\)/Plan Reviews/Plat Letters/Corner at Kingsland Final Plat Letter - 090523.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1003-72 Corner at Kingsland (Formerly Jordan Ranch Office Park)/Plan Reviews/Plat Letters/Corner at Kingsland Final Plat Letter - 090523.docx)

cc: Mr. Stephen Bigelow – Interstate Jordan Ranch LLC via email bigelow.s.m@gmail.com
Ms. Jason Henrichs – JRH Engineering, Inc. via email jrhengineering@gmail.com
Ms. Amanda Rabijs – Windrose Land Services via email amanda.rabijs@windroseservices.com
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge via email t.duhon@wallercounty.us
Mr. Justin Beckendorff, Waller County Commissioner Precinct 4 via email j.beckendorff@wallercounty.us
Mr. Ross McCall, PE – Waller County Engineer via email r.mccall@wallercounty.us
Mr. Andrew Johnson, III – Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



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www.quiddity.com

September 6, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Enclave Gassner Tract, LLC
La Segarra Phase 1 Detention – **Final Drainage Plans**
Permit No. 2023-25
Quiddity, Inc. Job No. R0002-1003-80

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: EHRA, Inc.

Permit Type: Tract Development w/o Platting – Final Drainage Plans

Location: West of Neuman Road, east of FM 362, north of Gassner Lane, south of FM 529

Survey: H.& T.C. Rail Road Company Survey, Abstract 288, Waller County, Texas

Description: The proposed La Segarra Phase 1 Detention (Development) is located west of Neuman Road, east of FM 362, north of Gassner Lane, and south of FM 529.

The Development includes the construction of one wet bottom detention pond, Pond A, that provides 44.23 acre-feet of storage volume for the 100-yr storm event and minimum of 1-ft of freeboard for the future Phase 1 development. Phase 1 encompasses approximately 44.35 acres of future single family residential development that will outfall into Pond A, which will then outfall into the District's drainage easement to the east of the La Segarra development and future Neuman Road extension. The plans for the future Phase 1 development were submitted to the District and are currently in review.

Pond A includes 4:1 side slopes, 20-ft maintenance berms, and backslope interceptors. Further, Pond A includes a storm water quality structure and an extreme event swale at the outfall that ties directly into BKDD's drainage easement. The detention storage rate provided for the Phase 1 development is approximately 0.99 ac-ft/ac. Based on our review, it appears the detention pond design was completed in accordance with the Drainage Impact Analysis for the La Segarra development titled, "Gassner Drainage Impact Analysis Tributary to Brookshire Creek", dated May 2022 and approved by the District on June 6, 2022.



Mr. Arnold England, President
September 6, 2023
Page 2

DFMA: A Detention Facilities Maintenance Agreement (DFMA) is required for the proposed Pond A. The DFMA for Pond A will be presented to the Board for consideration once recommended by the District's legal counsel.

Technical Review: Based on our review of the final drainage plans (plans), the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors **contingent upon the District's approval and execution of the DFMA for the Development.**

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, a Professional Engineer has prepared, dated, signed, and sealed the plans submitted. This Professional is licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R.

For the Applicant: Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, all detention facilities (i.e., drainage infrastructure and outfall(s)) must be constructed and functional before beginning construction of any impervious improvements.

At least two business days prior to starting construction of the Detention Facilities and Drainage infrastructure, the Developer's contractor shall notify the District's General Manager in writing. The Pre-Construction Notification form can be found on the District's website under Permit Application and Engineering Documents (<https://www.bkdd.dst.tx.us/page/BKDD.Home>).



Mr. Arnold England, President
September 6, 2023
Page 3

The Applicant shall not use this letter to commence any construction activities prior to receiving the **approved permits** from all applicable governing entities with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael H. McCarthy, PE

MHM/dme

[https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1003-80 La Segarra Ph 1 Detention Permit Rvw/3.0 - LETTERS/La Segarra Phase 1 Detention - DP Letter 090623.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1003-80%20La%20Segarra%20Ph%201%20Detention%20Permit%20Rvw/3.0-LETTERS/La%20Segarra%20Phase%201%20Detention-DP%20Letter%20090623.docx)

cc: Mr. Luis Sanabria – EHRA, Inc. lsanabria@ehra.com
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge via email t.duhon@wallercounty.us
Mr. Kendric D. Jones, Waller County Commissioner Precinct 3 via email k.jones@wallercounty.us
Mr. Ross McCall, PE – Waller County Engineer via email r.mccall@wallercounty.us
Mr. Andrew Johnson, III – Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com

September 8, 2023

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Pattison Farms – Drainage Impact Assessment
Waller County, Texas
Quiddity Job No. R0002-1003-39

Dear Mr. England:

The referenced Pattison Farms Drainage Impact Assessment (Report) has been reviewed pursuant to the Brookshire-Katy Drainage District's (District) Rules and Regulations (R&R). A copy of the Report is attached for further information.

The goals of this review are to apply the District's policy and criteria where appropriate. This review addresses issues regarding hydraulic and hydrologic drainage design criteria only. The subsequent drainage plans for the proposed Pattison Farms (Development) must be submitted to the District for review and approval.

Technical Review & Findings:

The Development includes 908.6 acres of land for primarily future single-family development. The Development is located south of Gassner Lane, west of Neuman Road, and east of FM 362. The Development is split into two (2) tracts, Pattison Farms North (North tract) and Pattison Farms South (South tract), with Morton Road serving as the dividing line. The North tract encompasses approximately 507.6 acres and will be constructed in phases. The South tract encompasses approximately 401.0 acres and will be constructed in phases. The existing drainage conditions for both the North and South tracts generally sheet flow to the southeast, towards Neuman and Stalknecht Road, respectively, and outfall into Brookshire Creek. A portion of the South tract outfalls to the southern adjacent tract via an existing farm ditch and various outfall pipes. The Development incorporates offsite flow from the west and routes the flow to the east along Morton Road, which is the same outfall point in the existing conditions. The Report aims to analyze the drainage and detention requirements for the Development and certify no adverse impacts to the Development, adjacent properties, or downstream facilities in accordance with the District's R&R.

Pattison Farms North

The North tract includes the construction of six (6) detention ponds for a combined total detention storage volume of 561.46 acre-feet. The detention storage rate applied for the North tract is **1.11 ac-ft/ac**. The detention ponds are designed with an approximate depth of 6.6 feet from static water surface elevation to the top of the bank with a minimum of 1 ft of freeboard. The detention ponds will include a minimum maintenance berm width of 10 ft, side slopes between 4:1 and 5:1, static water surface elevation of 165.58 ft, and maximum water surface elevation of 172.1 ft in a 100-yr storm event. The six detention ponds are interconnected by pipe crossings and ultimately



Mr. Arnold England, President
September 8, 2023
Page 2

outfall directly into the existing 36-inch reinforced concrete pipe (RCP) culvert at Neuman Road and Morton Road via 4 x 42-inch RCPs. The flow is then discharged into BKDD's easement on the eastern side of Neuman Road, which will flow south and tie into Brookshire Creek. A proposed extreme event spillway will be sized to convey the peak 100-yr flow from the site and outfall into the Neuman Road west ditch.

Pattison Farms South

The South tract includes the construction of six (6) detention ponds for a combined total detention storage volume of 471.82 acre-feet. The detention storage rate applied for the South tract is **1.17 ac-ft/ac**. The detention ponds are designed with an approximate depth of 6.0 feet from static water surface elevation to the top of the bank with a minimum of 1 ft of freeboard. The detention ponds will include a minimum maintenance berm width of 10 ft, side slopes between 4:1 and 5:1, static water surface elevation of 162.0, and maximum water surface elevation ranging from 167.0 to 167.3 ft in a 100-yr storm event. The six detention ponds are interconnected by pipe crossings and ultimately outfall at two locations to maintain existing flow patterns. The first outfall is located at the southeast corner of the South tract. The flow will discharge into the Neuman Road west ditch via a proposed 24-inch RCP, which will then outfall into the existing 30-inch RCP culvert crossing Neuman Road and discharge into Brookshire Creek. The second outfall is located towards the southwest corner of the South tract. The flow will discharge into an existing farm ditch via a proposed 24-inch RCP, which will then outfall into a TxDOT channel that is maintained by the District and located approximately 2,000 feet south of the South tract. The TxDOT channel will then outfall into Brookshire Creek. A proposed extreme event spillway will be sized to convey the peak 100-yr flow from the site and outfall into the Neuman Road west ditch.

District Ultimate ROW

The **North tract** has an existing 60 ft Neuman Road right-of-way (ROW) and a 40 ft District drainage easement, or a combined total ROW of 100 ft. The ultimate ROW for Neuman Road and District channel is 85 ft and 100 ft, respectively, resulting in a total ROW of 185 ft. The Development **proposes to dedicate 42.5 ft** of additional ROW along the North tract eastern boundary to satisfy their 50-percent share of the additional ROW dedication.

Similarly, the **South tract** has an existing 60 ft Neuman Road ROW and a 40 ft District drainage easement or a combined total ROW of 100 ft. The ultimate ROW for Neuman Road and District channel is 85 ft and 138, respectively, resulting in a total ROW of 223 ft. The Development **proposes to dedicate 61.5 ft** of additional ROW along the South tract eastern boundary to satisfy their 50-percent share of the additional ROW dedication.

The referenced ROW dedications to Waller County and the District will be included in the subsequent permit applications and final plats for the Development that will be submitted to the District for review and approval.

Conclusion:

Based on our review of the Report, the Development does not show any adverse impacts from the proposed peak discharge rates at the three referenced outfall locations, including downstream facilities, when compared to those under the existing conditions for storm events up to and including the Atlas 14 100-yr storm event. The Report includes details of the existing and proposed 2-, 10-, and 100-year peak flow rates at each outfall. Table 25 and



Mr. Arnold England, President
September 8, 2023
Page 3

Table 29 from the Report indicate that the peak flows at the outfalls are lower in the proposed condition when compared to those under the existing conditions for storm events up to and including the Atlas 14 100-yr storm event.

The permit applications for the subsequent drainage plans must include a certification from a professional engineer licensed to practice in the state of Texas that the future developments will cause no adverse impact to the receiving drainage and detention facilities, including downstream facilities, in full compliance with this Report.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. We offer no objections to this Pattison Farms Drainage Impact Assessment and recommend the District accept this Report.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the Report submitted has been prepared, dated, signed, and sealed by a Professional Engineer who is licensed to practice in the State of Texas, conveying their professional responsibilities and accountability.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael H. McCarthy".

Michael H. McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1003-39 Pattison Farms Permit Review/Plan Reviews/Plan Review Letters/Pattison Farms Drainage Impact Assessment Letter_090723.docx

Enclosures

cc: Mr. Andrew Rue – Woodmere Development Co. via email arue@longlakeltd.com
Ms. Laurian Cuba, PE, CFM – Walter P. Moore via email lcuba@walterpmoore.com
Mr. Justin Wagner, PE – R.G. Miller via email jwagner@rgmiller.com
Honorable Carbett "Trey" J. Duhon, III, Waller County Judge via email t.duhon@wallercounty.us
Mr. Kendric D. Jones, Waller County Commissioner Precinct 3 via email k.jones@wallercounty.us
Mr. Ross McCall, PE – Waller County Engineer via email r.mccall@wallercounty.us
Mr. Andrew Johnson, III – Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com

BROOKSHIRE-KATY DRAINAGE DISTRICT
MONTHLY EQUIPMENT MILEAGE/HOUR, AND EXPENSE REPORT

August 2023

TRACTORS

EQUIPMENT	YEAR MODEL	LIFETIME HOURS	HOURS THIS MONTH	FISCAL YTD HOURS	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
JD 5100E BAT-WING TRACTOR	2019	2,568	66	575	\$154.98	\$3,392.28
JD R15 15' Flex-Wing Cutter	2019	-	-	-	\$0.00	\$0.00
JD 6145M 2019 BOOM MOWER	2019	2,347	132	529	\$243.90	\$14,031.18
JD 6145M 2021 BOOM MOWER	2021	1,131	32	525	\$465.09	\$1,415.66
JD 6150M BOOM MOWER	2015	5,961	0	636	\$42.99	\$4,511.74
JD 930M Z-TRAK MOWER	2018	553	0	76	\$0.00	\$297.19

HEAVY EQUIPMENT

EQUIPMENT	YEAR MODEL	LIFETIME HOURS	HOURS THIS MONTH	FISCAL YTD HOURS	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
CAT D6k2 DOZER	2019	1,262	32	392	\$0.00	\$2,830.40
CAT 323 EXCAVATOR	2018	3,736	93	909	\$0.00	\$9,089.67
CAT 416E BACKHOE	2012	3,143	62	297	\$283.91	\$1,227.18
JD 755A TRACK LOADER	1982	2,602	2	37	\$110.99	\$997.41
NORAM 65E MOTOR GRADER	2014	2,902	5	101	\$0.00	\$6,115.77

VEHICLES

EQUIPMENT	YEAR MODEL	LIFETIME MILES	MILES THIS MONTH	FISCAL YTD MILES	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
F-250 4X4 w/FUEL TANK (CREW)	2020	12,811	313	4,485	\$154.14	\$205.62
TACOMA SR 4X4 (INSPECTOR)	2019	39,540	1,004	10,040	\$365.00	\$1,957.81
F-150 4X4 (GENERAL MANAGER)	2017	78,948	1,099	12,755	\$0.00	\$1,690.51
F-250 4X4 (FOREMAN)	2016	102,520	80	7,564	\$0.00	\$181.60
F-750 DUMP TRUCK	2011	37,997	526	3,389	\$0.00	\$4,577.95
FREIGHTLINER HAUL TRUCK	2000	384,705	31	834	\$0.00	\$3,905.45
DODGE RAM 4X4 (2301)	2023	1,729	331	1,729	\$0.00	\$1,021.78
DODGE RAM 4X4 (2302)	2023	4,312	1,112	4,312	\$0.00	\$940.81
CHEVROLET C-60 FARM TRUCK	1977	UNKNOWN	UNKNOWN	UNKNOWN	\$0.00	\$16.50

TRAILERS

EQUIPMENT	YEAR MODEL	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
LOAD MAX TRAIL 20' TANDEM	2020	\$0.00	\$0.00
CARRY-ON 6'x8' 2-WHEEL	2017	\$0.00	\$0.00
NUTTALL LOWBOY	1985	\$0.00	\$0.00
SPRAYER TANK TRAILER	?	\$0.00	\$0.00
HOME-MADE 4-WHEEL	1980	\$0.00	\$0.00

General Fund	\$2,223,736.73
Payroll Fund	\$96,780.60
Petty Cash	\$1,529.21
Building Fund	\$1,465,131.31
Capital Improvement Fund	\$600,783.64
Texpool Fund	\$3,042.19
Amegy Bank Checking	\$69,600.84
Austin Co. State Bank CD	\$244,392.06
Bank of Shiner CD	\$182,076.20
Bank of Brenham CD	\$245,000.00
Citizens State Bank CD	\$240,956.67
Fayetteville Bank CD	\$179,641.34
First Nat. Bank Bellville CD	\$180,380.64
Industry State Bank CD	\$246,720.99
TOTAL RECONCILED BALANCE	\$5,979,772.42
<i>All accounts are reconciled.</i>	

AUGUST 2023 - FINANCIAL REPORT

Exhibit "E"

RESERVES:

\$1,519,167.90

FUNDS						
	TexPool	Prosperity Bank General Fund	Prosperity Bank Payroll Fund	Amegy Bank Grant - Checking	Prosperity Bank Building Fund	Prosperity Bank Capital Imprvmnts
Fund Balance						
Beginning Balance 8/1	\$3,029.08	\$2,733,973.23	\$143,012.64	\$69,600.84	\$1,101,253.96	\$600,707.11
Deposits and Credits	\$13.11	\$34,771.08	\$15.83	\$0.00	\$393,084.35	\$76.53
Debits and Withdrawals	\$0.00	\$545,084.27	\$43,854.78	\$0.00	\$4,720.00	\$0.00
Ending Balance 8/31	\$3,042.19	\$2,223,660.04	\$99,173.69	\$69,600.84	\$1,489,618.31	\$600,783.64
Less Total Outstanding Drafts/Deposits (Net Amount)	\$0.00	\$76.69	-\$2,393.09	\$0.00	-\$24,487.00	\$0.00
Adjusted Ending Balance 8/31	\$3,042.19	\$2,223,736.73	\$96,780.60	\$69,600.84	\$1,465,131.31	\$600,783.64
Monthly Interest Earned	\$13.11	\$329.50	\$15.83	\$0.00	\$153.08	\$76.53

CERTIFICATES OF DEPOSIT							
	Austin County State Bank	Bank of Shiner	Citizens State Bank	Fayetteville Bank	First National Bank of Bellville	Industry State Bank	Bank of Brenham
Fund Balance							
Beginning Balance 8/1	\$244,392.06	\$182,076.20	\$240,956.67	\$179,143.97	\$179,881.22	\$246,720.99	\$245,000.00
Deposits and Credits	\$0.00	\$0.00	\$0.00	\$497.37	\$499.42	\$0.00	\$0.00
Debits and Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance 8/31	\$244,392.06	\$182,076.20	\$240,956.67	\$179,641.34	\$180,380.64	\$246,720.99	\$245,000.00
Interest/Earned	\$0.00	\$0.00	\$0.00	\$497.37	\$499.42	\$0.00	\$0.00

BUDGET	
22-23 FY Budget	\$3,997,825.15
YTD Expenses	\$2,358,917.07
New Equipment	\$178,455.67
3560 Fourth St. (6.893 Acres)	\$392,894.02
New Facilities Line Item Transfer	\$392,931.27
Total Budgeted Expenses YTD	\$3,323,198.03

3560 Fourth St. (6.893 Acres)

Delegated from Civil Penalties Received	\$400,000.00
Delegated from 22-23 FY Budget - Line Item: Cap Imprvmnt	\$392,894.02
Total Purchase Price for Property	\$792,894.02

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MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

September 25, 2023

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in special session, open to the public, at 8:30 a.m. on the 25th day of September, 2023, at 1111 Kenney Street, Brookshire, Texas, inside the boundaries of the District, and the roll was called of the members of the Board:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Assistant Secretary

and all of the above were present except Supervisor England, thus constituting a quorum.

Also attending the meeting were Stan Kitzman, General Manager; Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Steve Berkenhoff, P.E., and Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); Blair Bozoarth of Sunterra and Plow Tract Development; Brooke Bacuetes of Waller County; and Andrew P. Johnson, III, and William Petrov, attorneys, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney").

Agenda Item No. 1
CALL TO ORDER

The Vice-President called the meeting to order.

Agenda Item No. 2
INVOCATION AND PLEDGE OF ALLEGIANCE

The meeting was opened with the Invocation and Pledge of Allegiance.

Agenda Item No. 3
PUBLIC COMMENT

There was no public comment.

Agenda Item No. 4
UPDATE ON SUNTERRA DEVELOPMENT

Mr. Bozoarth updated the Board regarding Sunterra Development. He stated Sunterra currently has approximately 2500 connections or 3,000 residents.

Agenda Item No. 5
UPDATE ON PLOW TRACT DEVELOPMENT

Mr. Bozoarth updated the Board regarding Phase 1 of the Development.

Agenda Item No. 6
PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR
BARTLETT ROAD STREET DEDICATION AND RESERVES - PRELIMINARY PLAT

Mr. McCarthy presented a recommendation letter related to the above referenced Permit Application, a copy of which is attached hereto as Exhibit "A".

Agenda Item Nos. 7

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR BARTLETT ROAD STREET DEDICATION SECTION 4- PRELIMINARY PLAT

Mr. McCarthy presented a recommendation letter related to the above referenced Permit Application, a copy of which is attached hereto as Exhibit "A-1".

Agenda Item No. 8

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR BECKENDORFF ROAD STREET DEDICATION SECTION 5- PRELIMINARY PLAT

Mr. McCarthy presented a recommendation letter related to the above referenced Permit Application, a copy of which is attached hereto as Exhibit "A-2".

Upon motion by Supervisor Beckendorff, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved (i) Permit Application for Tract Development with Platting for Bartlett Street Dedication and Reserves - Preliminary Plat, as recommended by Quiddity; (ii) Permit Application for Tract Development with Platting for Bartlett Road Street Dedication Section 4 - Preliminary Plat, as recommended by Quiddity; and (iii) Permit Application for Tract Development with Platting for Beckendorff Road Street Dedication Section 5 - Preliminary Plat.

Agenda Item No. 9

PERMIT APPLICATION FOR MASTER DRAINAGE PLAN FOR RIVERWOOD FARMS INITIAL MASTER PLAN

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the Permit Application for Master Drainage Plan for Riverwood Farms, as recommended by Quiddity. A copy of a recommendation letter from Quiddity is attached hereto as Exhibit "A-3".

[Mr. Johnson entered the meeting.]

Agenda Item Nos. 10 through 14

PERMIT APPLICATION NO. 2023-56 FOR TRACT DEVELOPMENT WITHOUT PLATTING FOR SUNTERRA SECTION 54 - FINAL PLAT; PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR SUNTERRA SECTION NOS. 65, 66, 67, AND 68 - PRELIMINARY PLAT

Mr. McCarthy presented a recommendation letter related to the permit applications above, a copy of which is attached hereto as Exhibit "A-4".

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application No. 2023-56 for Sunterra Section 54 - Final Plant; and Permit Application for Sunterra Section Nos. 65, 66, 67, and 68 - Preliminary Plats, as recommended by Quiddity.

Agenda Item No. 15

STRAIGHT LINE METAL BUILDINGS QUOTE DATED SEPTEMBER 20, 2023 IN THE AMOUNT OF \$18,570 TO RELOCATE BAYS

Upon motion by Supervisor Chisum, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved the Straight Line Metal Buildings quote in the amount of \$18,750 to relocate bays; and authorized the General Manager to proceed with the project.

Agenda Item No. 16

ENFORCEMENT PROCEDURES FOR VIOLATIONS OF STATE LAW AND THE
DISTRICT'S RULES AND REGULATIONS GOVERNING THE CONSTRUCTION OF
DRAINAGE FACILITIES AND IMPROVEMENTS WITHIN THE DISTRICT

Mr. Petrov briefed the Board on his discussion with the District staff about enforcement procedures. Next, he reviewed the proposed steps in the enforcement process.

Agenda Item No. 17

ENFORCEMENT ACTION AGAINST AWRY READY-MIX CONCRETE

Mr. Johnson said that JP will meet with AWRY representatives this afternoon to discuss the violations, along with the District engineer and staff. He asked the Board to authorize JP to prepare an agreement of compliance with AWRY if AWRY is willing to comply with the District's requests, or to authorize court action to bring AWRY into compliance if necessary.

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board authorized Mr. Johnson's request detailed above.

ADJOURNMENT

With no additional matters to discuss, upon motion by Supervisor Chisum, seconded by Supervisor Welch, and with all Supervisors voting aye, the Board adjourned the meeting at 10:05 a.m.

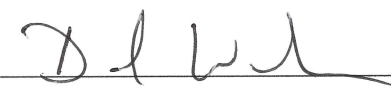
[EXECUTION PAGE FOLLOWS]

SIGNED this 9th day of October 2023.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors